



**Superior Court  
Justice Court  
Adult Probation  
Juvenile Probation  
Hereafter Judicial Branch of  
Arizona  
Request For Proposal  
Cover Page**

Superior Court  
Contracts Department  
111 S. Third Ave.  
Lower Level  
Phoenix, AZ 85003  
Phone: (602) 506-8124

**Solicitation Number:** 12001-RFP

**Solicitation Title:** Teen Court Services

**Solicitation Due Date / Time:** May 19, 2011, at 2:00 P.M. Arizona Time

**Submittal Location:** Judicial Branch of Arizona Superior Court  
Contracts Department  
111 South Third Ave.  
Lower Level  
Phoenix, Arizona 85003

**Description of Procurement:**

The purpose of this procurement is to provide Teen Court services for the Superior Court of Arizona Maricopa County Juvenile Probation Department (MCJPD). Maricopa County Juvenile is a department of the Superior Court of Arizona in Maricopa County and the Justice Courts. The Teen Court services due under this solicitation are for an on needs basis.

**A Pre-Offer Conference will not be held in conjunction with this procurement.**

In accordance with the Judicial Procurement Code, competitive sealed proposals for the materials or services specified will be received by the Judicial Branch of Arizona Superior Court Contracts Department at the above specified location until the time and date cited.

Offers must be in the actual possession of the Judicial Branch of Arizona Superior Court Contracts Department on or prior to the time and date, and at the submittal location indicated above. ***Late offers will not be considered.***

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Contract Specialist.

***OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.***

\_\_\_\_\_  
Larry Hall  
Procurement Officer

\_\_\_\_\_  
602-506-8124  
Telephone Number

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## OFFER AND AWARD



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The Undersigned hereby offers and agrees to furnish the materials and/or service(s) in compliance with all the terms, conditions, specifications and amendments in the solicitation.

Company Name

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City State Zip Code

Signature of Authorized Person Date of Offer

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Offeror's Arizona Transaction (Sales) Privilege Tax License  
Number: \_\_\_\_\_

Offeror's Federal Employer Identification Number: \_\_\_\_\_

#### Acknowledgement of Amendment(s):

#### Amendment No. Date

#### Amendment No. Date

*(Offeror acknowledges receipt of amendment(s) to the Solicitation for Offers and related documents numbered and dated*

The following is used solely for collection data purposes and will not affect the evaluation of this solicitation.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

- \_\_\_\_\_ Disadvantaged Business Enterprise (DBE)
- \_\_\_\_\_ Women-Owned Business Enterprise (WBE)
- \_\_\_\_\_ Minority Business Enterprise (MBE)
- \_\_\_\_\_ Small Business Enterprise (SBE)

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## ACCEPTANCE OF OFFER AND CONTRACT AWARD

*(For Judicial Branch of Arizona, Superior Court Use Only)*

Your Offer, dated \_\_\_\_\_, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the Judicial Branch of Arizona Superior Court.

This Contract shall henceforth be referred to as Contract Number **12001-RFP** Teen Court Services.

You are hereby cautioned not to commence any billable work or provide any materials and/or service(s) under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

Judicial Branch of ARIZONA and for the County of Maricopa

Attested:

\_\_\_\_\_  
Presiding Judge: Norman J. Davis

\_\_\_\_\_  
DATE

# SECTION 1

## SCOPE OF WORK

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### 1. Background

The intent of this solicitation is to hire an agency to provide Teen Court services for the Maricopa County Juvenile Probation Department (MCJPD), a department of the Superior Court of Maricopa County and the Justice Courts, for an on needed basis.

### 2. Qualifications

Criteria for Selection

- The Contractor must have prior experience providing empirically validated program services to Criminal Justice agencies in a community-based setting.
- The Contractor must have familiarity with Teen Court services and understand the philosophy and background of Teen Court.
- The Contractor must demonstrate the organizational capability to administer Teen Court program services as directed by MCJPD and meet all contractual requirements and responsibilities.
- The Contractor must have a variety of locations available to accommodate juvenile clients living in Maricopa County. The Contractor will locate or provide furnished space or equipment for Teen Court sessions and trainings.
- Hourly rate to provide service.

Staff Responsibilities/Restrictions

The Contractor and/or their employees/sub Contractors shall:

- Have a qualified and trained Teen Court facilitator who exhibits competence, professionalism, maturity, and experience working with youth.
- Have a facilitator who has the ability to teach, train, and facilitate Teen Court sessions.
- Have experience providing youth and adults training on teen court processes.
- Teen Court session facilitators are required to attend Teen Court trainings, including MCJPD trainings and Teen Court 101 and 102 offered by the Arizona Foundation for Legal Services and Education, and/or any additional conferences or trainings as requested by MCJPD to maintain, enhance, and provide ongoing professional skills. Prior approval of the Teen Court Supervisor will be required for any training the Contractor attends in which the County compensates the Contractor for their time while attending the training (mandatory).
- Be able to effectively debrief each case and provide Law Related Education between cases during each Teen Court session.
- Be able to provide jury deliberation training prior to the start of each Teen Court Session.
- Provide Spanish/English bi-lingual Teen Court Services.
- Avoid dual relationships with clients, sub Contractors, or probation staff.
- Avoid engaging in any conduct, activities, business, or professional arrangements that jeopardize the Contract or Contractor's performance, obligations, or duties under the Contract.
- Report any improprieties, or the appearance thereof, to appropriate Superior Court/MCJPD staff member.
- Report any new criminal arrests or convictions of any program staff to the appropriate Superior Court/MCJPD member.
- Receive pre-approval from Superior Court/MCJPD for any employee/sub Contractor changes and the new employee/sub Contractor must meet background clearance requirements as specified in this RFP.

### 3. Contractor Responsibilities

#### Administrative Services

The Contractor will develop and implement a Teen Court program that will provide educational courtroom simulations as a community-based alternative to formal court intervention to juveniles and families so that they can avoid future offenses.

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The Contractor must be on time for all meetings and assignments pertaining to the Teen Court processes. This is disrespectful to the teens, community volunteers, and probation officers running the Teen Court sessions.

The Contractor will keep accurate client and volunteer attendance records for program activities.

The Contractor will respond to phone calls from Teen Court probation officers, other MCJPD or Teen Court staff, and from individual clients within 2 business days.

The Contractor will be responsible for the set up and take down of all Teen Court activities. The Contractor will provide Teen Court support staff persons to support Teen Court activities at all valley locations which run simultaneously.

The Contractor will be required to facilitate weekly Teen Court sessions within local schools or Limited Jurisdiction, Justice or City Courts in both East and West Valley locations which run simultaneously.

The Contractor will be responsible for creating and maintaining a year round Teen Court session calendar.

The Contractor will recruit student and adult volunteers. The Contractor will provide Fall and Spring recognition activities for all volunteers participating in the Teen Court Program and provide certificates of recognition.

The Contractor will provide initial and ongoing trainings for Teen Court Volunteers and required jurors.

The Contractor will prepare and maintain all required documentation for Teen Court matters to include, but not limited to, training materials, student and volunteer handbooks, brochures, and pamphlets. These materials will also be made available in Spanish.

The Contractor agrees to provide program rules and regulations to MCJPD in response to the RFP. The Contractor will furnish, in writing, any procedural changes as they occur during the contract period.

The Contractor will also handle and document all problems that may occur within the Teen Court program.

The Contractor will develop and maintain a Community Awareness Program pertaining to the Teen Court program. This may include the development of a website and brochures, in addition to, trainings and informational sessions for the public to bring about awareness of the Teen Court Program. All printed and electronic published materials will be approved by MCJPD.

The Contractor will prepare and maintain a Master Teen Court Participation List. This list will include all participating Maricopa County Teen Court Schools and their Sponsors/Administrators, Lower Jurisdiction Courts and their Judges/Court Administrators or Clerks, and all other Teen Court Sites and their contact person. Names, site addresses, phone numbers and email addresses will also be provided.

Work product created by the Contractor remains the sole property of Superior Court/MCJPD and will be furnished to the Department in both hard copy and electronic formats that can be amended by MCJPD.

#### Financial Records

The contract will be on a fixed price hourly rate basis. The Contractor will work with JPD Teen Court Coordinators and Supervisors in the development and implementation or expansion of Teen Court within Maricopa County.

The Contractor shall provide a work log of time spent in relation to each work site along with the monthly invoice for service. No invoices will be processed for Contractor payment without said logs. The contract number must be on the invoices.

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The Contractor will provide JPD a quarterly usage report delineating the acquisition activity governed by the contract, the format of the report shall be approved by JPD and shall disclose the quantity and dollar value of each contract item by individual unit.

#### Statistical Reports

The Contractor will prepare and maintain monthly, quarterly and annual reports on the number of Teen Court student volunteers and hours, adult volunteers and hours, required jury members and hours, juvenile defendants participating in Teen Court and completion rates which will be provided to the Contractor by MCJPD, appearance rates, program highlights, trends, challenges, student success stories, and other information as needed.

The contractor will submit monthly reports to MCJPD by the 10<sup>th</sup> day of the following month ending each quarter; July – September, October – December, January – March, and April – June. Annual reports will be submitted by the 10<sup>th</sup> day of the following month ending each year; July – June.

#### Program Evaluation

The Contractor will provide a Teen Court program evaluation to MCJPD to include program completion rates, customer satisfaction surveys, and student/program success stories. Program evaluation results will be provided to the MCJPD quarterly with a compilation annually. Quarterly reports will be submitted by the 10<sup>th</sup> day of the following month ending each quarter; July – September, October – December, January – March, and April – June. Annual reports will be submitted by the 10<sup>th</sup> day of the following month ending each year; July – June.

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### UNIFORM INSTRUCTIONS TO OFFERORS

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**1. Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:

- A. *“Attachment”* means any item the Solicitation requires an Offeror to submit as part of the Offer.
- B. *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
- C. *“Contract Amendment”* means a written document signed by the offeror and the Presiding Judge that is issued for the purpose of making changes in the Contract.
- D. *“Contractor”* means any person who has a contract with the Judicial Branch of Arizona Superior Court.
- E. *“Days”* means calendar days unless otherwise specified.
- F. *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- G. *“Offer”* means bid, proposal or quotation.
- H. *“Offeror”* means a vendor who responds to a Solicitation.
- I. *“Contract Specialist”* means the person duly authorized by the Judicial Branch of Arizona Superior Court to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
- J. *“Solicitation”* means an Invitation for Bids (“IFB”), a Request for Proposals (“RFP”), or a Request for Qualifications (“RFQ”).
- K. *“Solicitation Amendment”* means a written document that is authorized by the Contract Specialist and issued for the purpose of making changes to the Solicitation.
- L. *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

**2. Inquiries.**

- A. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- B. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other Judicial Branch of Arizona Superior Court employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a



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contact.

- C. Submission of Inquiries. The Contract Specialist or the person identified in the Solicitation as the contact for inquiries may, except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The Superior Court Contracts Department shall consider the relevancy of the inquiry, but is not required to respond in writing.
- D. Timeliness. Any inquiry to the Solicitation shall be submitted as soon as possible and at least seven days before the Offer due date and time for review and determination by the Judicial Branch of Arizona Superior Court. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- E. No Right to Rely on Verbal Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the Solicitation.
- F. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- G. Pre-Offer Conference. If a pre-Offer Conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the Conference. Material issues raised at the Conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- H. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### 3. Offer Preparation.

- A. Forms: No Facsimile or Telegraphic Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms unless the Solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- B. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- C. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- D. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and

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effect in any resulting Contract unless such exception is specifically accepted by the Contract Specialist in a written statement. The Offeror's preprinted or standard terms will not be considered by the Judicial Branch of Arizona Superior Court as a part of any resulting Contract.

- (1) Invitation for Bids: An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
  - (2) Request for Proposals: All exceptions that are contained in the Offer may negatively affect the Judicial Branch of Arizona Superior Court's proposal evaluation based on the evaluation criteria as stated in the Solicitation, or result in rejection of the Offer. An Offer that takes exception to any material requirement of the Solicitation may be rejected.
- E. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's (s') proposed responsibilities in the Offer.
- F. Cost of Offer Preparation. The Judicial Branch of Arizona Superior Court will not reimburse any Offeror the cost of responding to a Solicitation.
- G. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
- H. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- I. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- (1) Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this Contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate State and Federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- J. Identification of Taxes in Offer. The State of Arizona is subject to all applicable State and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the Solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Contractor.
- K. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- L. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall

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prevail in the order set forth below:

- (1) Statement or Scope of Work;
- (2) Specifications;
- (3) Uniform Instructions to Offerors;
- (4) Special Instructions to Offerors;
- (5) Uniform Terms and Conditions;
- (6) Special Terms and Conditions;
- (7) Attachments;
- (8) Exhibits;
- (9) Other documents referenced or included in the Solicitation.

M. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).

#### 4. Submission of Offer.

- A. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The Judicial Branch of Arizona Superior Court may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- B. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- C. Public Record. All Offers submitted and opened are public records and must be retained by the Judicial Branch of Arizona Superior Court. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Judicial Branch of Arizona Superior Court. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Judicial Branch of Arizona Superior Court shall determine whether the identified information is confidential pursuant to the Judicial Procurement Code.
- D. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
- (1) The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
  - (2) The Offeror does not discriminate against any employee or applicant for employment or person to whom it

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provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, State and local laws and executive orders regarding employment.

- (3) In accordance with A.R.S. § 35-397, the offeror does not have scrutinized business operations in Iran and Sudan.

#### 5. Evaluation.

- A. Unit Price Prevails. Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- B. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- C. Disqualification. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- D. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer's due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Final Proposal Revision is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Final Proposal Revision due date.
- E. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the Judicial Branch of Arizona Superior Court reserves the right to:
- (1) Waive any minor informality;
  - (2) Reject any and all Offers or portions thereof; or
  - (3) Cancel a Solicitation.

#### 6. Award.

- A. Number or Types of Awards. The Judicial Branch of Arizona Superior Court reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the Judicial Branch of Arizona Superior Court. If the Contract Specialist determines that an aggregate award to one Offeror is not in the Judicial Branch of Arizona Superior Court's best interest, "all or none" Offers shall be rejected.
- B. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Presiding Judge's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- C. Effective Date. The effective date of this Contract shall be the date that the offeror and the Presiding Judge signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. **Protests.** Refer to the Superior Court website at <http://www.superiorcourt.maricopa.gov/CourtInformation/purchasing/>.

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**SPECIAL INSTRUCTIONS TO OFFERORS**

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1. **Definition of Terms Used in these Special Instructions.** As used in these instructions, the following terms, in addition to those terms defined in Section 2, Paragraph 1, have the following meaning:
  - A. “JBSC” means Judicial Branch of Arizona Superior Court.
  - B. “Department” means the Contracts Department of the Judicial Branch of Arizona Superior Court.
2. **Required Information.** The following shall be submitted concurrent with and as part of the Offer: One clearly marked original and two (2) copies of the offer are required, failure to comply will result in no consideration of award of contract.
  - A. Offer and Contract Award Form;
  - B. Contract Administration: Complete Section 5, Paragraph 19;
  - C. Attachment 6.1, Price;
  - D. Attachment 6.2, Offeror’s Questionnaire;
  - E. Attachment 6.3, Sole Proprietor Certificate (if necessary);
  - F. Attachment 6.4, Independent Contractor Agreement;
  - G. Attachment 6.5, Business Ownership Classification;
  - H. Solicitation Amendments (if any).
3. **Authorized Signature.**
  - A. For any document that requires the Offeror’s signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by JBSC, disclosure of ownership information shall be submitted.
    - (1) Privately Owned: The Owner must sign the contract.
    - (2) Partnership: A Partner must sign the contract.
    - (3) Corporation: A Corporate Officer must sign the contract.
  - B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee’s authority must accompany the contract. All amendments to the contract shall be signed by the authorized individual who signed the contract except that they may be signed by a duly authorized designee.
4. **Award of Contract.** Award of a contract will be made to the responsible Offeror(s) whose proposal is determined to be the most advantageous to the Judicial Branch of Arizona Superior Court based on the evaluation criteria and any discussions pursuant to Rule 28 of the Judicial Procurement Code set forth in the Solicitation .

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**5. Inclusive Offeror:**

Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for percentage of the work. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning their organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

**6. Evaluation and Selection.** Evaluation of offers may be accomplished in four steps.

- A. Step One. Initial review of offer to determine basic responsiveness to the Solicitation, where offers will be reviewed to insure they include all required information.
- B. Step Two. Evaluation of offer to assess the Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work.
- C. Step Three. (Optional) Discussions with Offerors concerning their offers are for clarification purposes only. This does not imply any change(s) to the proposal.
- D. Step Four. Contract award(s) made to the responsible Offeror(s) whose offer(s) is determined to be the most advantageous to the Judicial Branch of Arizona Superior Court, based on the following criteria (in bold print below), which are listed in descending order of importance.
  - (1) **Offeror's Experience, Expertise and Reliability; as it relates to this solicitation;** JBSC will evaluate the offeror's experience, expertise and reliability based on the offeror's resume and references as matched to the needs of this solicitation.
  - (2) **Method of Approach and Implementation Plan;** Overview that indicates an understanding of the requirements of the Scope of Work. JBSC will evaluate the offeror's response to determine how well it satisfies JBSC's needs as stated in the Scope of Work.
  - (3) **Price;** The offeror's price will be compared to the lowest offer and the offeror will receive a pro-rated score based on this comparison.

**7. Discussions.** In accordance with Rule 28 of the Judicial Procurement Code, after the initial receipt of offers, JBSC reserves the option to conduct discussions with those Offerors who submit offers determined by the Judicial Branch of Arizona Superior Court to be reasonably susceptible of being selected for award.

**8. Certificate of Insurance.** If the Offeror is awarded a contract, the Certificate of Insurance shall be submitted to JBSC for review and approval upon notice of contract award.

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- 1. Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- A. *“Attachment”* means any item the Solicitation requires the Offeror to submit as part of the Offer.
  - B. *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Final Proposal Revisions; and any Solicitation Amendments or Contract Amendments.
  - C. *“Contract Amendment”* means a written document signed by the offeror and Presiding Judge that is issued for the purpose of making changes in the Contract.
  - D. *“Contractor”* means any person who has a Contract with the Judicial Branch of Arizona Superior Court.
  - E. *“Days”* means calendar days unless otherwise specified.
  - F. *“Exhibit”* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
  - G. *“Gratuity”* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - H. *“Materials”* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
  - I. *“Contract Specialist”* means the person duly authorized by the Judicial Branch of Arizona to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
  - J. *“Services”* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
  - K. *“Subcontract”* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
  - L. *“JBSC”* means the Judicial Branch of Arizona Superior Court that executes the Contract.
  - M. *“Fiscal Year”* means the period beginning with July 1 and ending June 30.
- 2. Contract Interpretation.**
- A. Arizona Law. The law of Arizona applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Judicial Procurement Code, Arizona Revised Statutes and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7 are applicable as appropriate.
  - B. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

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- C. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the Judicial Branch of Arizona Superior Court and as they may be amended, the following shall prevail in the order set forth below:
- (1) Special Terms and Conditions;
  - (2) Uniform Terms and Conditions;
  - (3) Statement or Scope of Work;
  - (4) Specifications;
  - (5) Attachments;
  - (6) Exhibits;
  - (7) Special Instructions to Offerors;
  - (8) Uniform Instructions to Offerors;
  - (9) Documents referenced or included in the Solicitation.
- D. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- E. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- F. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- G. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

### 3. Contract Administration and Operation.

- A. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the Judicial Branch of Arizona Superior Court at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- B. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- C. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the Judicial Branch of Arizona Superior Court and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- D. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor's(s') facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The Judicial Branch of Arizona Superior Court shall also have



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the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the Judicial Branch of Arizona Superior Court determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the Judicial Branch of Arizona Superior Court for testing and inspection.

- E. Notices. Notices to the Contractor required by this Contract shall be made by the Judicial Branch of Arizona Superior Court to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the Judicial Branch of Arizona Superior Court required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Contract Specialist and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
- F. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the JBSC.
- G. Property of the Judicial Branch of Arizona Superior Court. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the Judicial Branch of Arizona Superior Court. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the Judicial Branch of Arizona Superior Court.
- H. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the Judicial Branch of Arizona Superior Court shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the Judicial Branch of Arizona Superior Court requesting the issuance of this Contract shall own (for and on behalf of the Judicial Branch of Arizona Superior Court) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the Judicial Branch of Arizona Superior Court, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Judicial Branch of Arizona Superior Court and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Judicial Branch of Arizona Superior Court. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the Judicial Branch of Arizona Superior Court without the express written authorization of the agency, department, division, board or commission of the Judicial Branch of Arizona Superior Court requesting the issuance of this Contract.

#### 4. **Costs and Payments.**

- A. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Judicial Branch of Arizona Superior Court within thirty (30) days.
- B. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destinations.

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C. Applicable Taxes.

- (1) Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
- (2) State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable State and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
- (3) Tax Indemnification. Contractor and all subcontractors shall pay all Federal, State and local taxes applicable to its operation and any persons employed by the Contractor. Contractor and all subcontractors shall hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or State and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- (4) IRS W9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- (5) Availability of Funds for the Next Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current State fiscal year. No legal liability on the part of the Judicial Branch of Arizona Superior Court for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract.
- (6) Availability of Funds for the Current Fiscal Year. Should the State Legislature enter back into session or the Board of Supervisors takes action to reduce the appropriations or for any reason and these goods or services are not funded, the JBSC may take any of the following actions:
  - a. Accept a decrease in price offered by the Contactor;
  - b. Cancel the Contract;
  - c. Cancel the Contract and re-solicit the requirements.

5. Contract Changes.

- A. Amendments. This Contract is issued under the authority of the JBSC and the presiding judge who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Contract Specialist in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- B. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of the Contract Specialist. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- C. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract

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without the prior written approval of the Contract Specialist. The Judicial Branch of Arizona Superior Court shall not unreasonably withhold approval.

#### 6. Risk and Liability.

- A. Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- B. General Indemnification. To the extent permitted by A.R.S. § 41-621 and § 35-154, the Judicial Branch of Arizona Superior Court shall be indemnified and held harmless by the Contractor for its vicarious liability as a result of entering into this Contract. Each party to this Contract is responsible for its own negligence.
- C. Indemnification
- (1) Contractor/Vendor Indemnification (Not Public Agency). The parties to this Contract agree that the Judicial Branch of Arizona Superior Court, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the Judicial Branch of Arizona Superior Court as a result of entering into this Contract. However, the parties further agree that the Judicial Branch of Arizona Superior Court, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this Contract is responsible for its own negligence.
  - (2) Public Agency Language Only. Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liabilities, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
  - (3) Indemnification – Patent and Copyright. The Contractor shall indemnify and hold harmless the Judicial Branch of Arizona Superior Court against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The Judicial Branch of Arizona Superior Court shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the Contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- D. Force Majeure
- (1) Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

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- (2) Force Majeure shall not include the following occurrences:
- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
  - b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
  - c. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- (3) If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- (4) Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

E. Third Party Antitrust Violations. The Contractor assigns to the Judicial Branch of Arizona Superior Court any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

#### 7. Warranties.

- A. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- B. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the Judicial Branch of Arizona Superior Court of the materials, they shall be:
- (1) Of a quality to pass without objection in the trade under the Contract description;
  - (2) Fit for the intended purposes for which the materials are used;
  - (3) Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
  - (4) Adequately contained, packaged and marked as the Contract may require; and
  - (5) Conform to the written promises or affirmations of fact made by the Contractor.
- C. Fitness. The Contractor warrants that any material supplied to the Judicial Branch of Arizona Superior Court shall

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fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

- D. Inspection/Testing. The warranties set forth in subparagraphs 7A through 7C of this paragraph are not affected by inspection or testing of or payment for the materials by the Judicial Branch of Arizona Superior Court.
- E. Compliance with Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, State and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.
- F. Survival of Rights and Obligations after Contract Expiration or Termination.
  - (1) Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the Judicial Branch of Arizona Superior Court is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
  - (2) Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Contract Specialist, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

#### 8. **Judicial Branch of Arizona Superior Court Contractual Remedies.**

- A. Right to Assurance. If the Judicial Branch of Arizona Superior Court in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Contract Specialist may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the Judicial Branch of Arizona Superior Court's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the Contract.
- B. Stop Work Order.
  - (1) The Judicial Branch of Arizona Superior Court may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the Judicial Branch of Arizona Superior Court after the order is delivered to the Contractor. The order shall be specifically identified as a Stop Work Order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  - (2) If a Stop Work Order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Contract Specialist shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- C. Non-exclusive Remedies. The rights and the remedies of the Judicial Branch of Arizona Superior Court under this

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Contract are not exclusive.

- D. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Judicial Branch of Arizona Superior Court may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- E. Right of Offset. The Judicial Branch of Arizona Superior Court shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the Judicial Branch of Arizona Superior Court, or damages assessed by the Judicial Branch of Arizona Superior Court concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

#### 9. **Contract Termination.**

- A. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the Judicial Branch of Arizona Superior Court may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Judicial Branch of Arizona Superior Court is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the Judicial Branch of Arizona Superior Court, it may also cancel this Contract as provided in A.R.S. § 38-511.
- B. Gratuities. The Judicial Branch of Arizona Superior Court may, by written notice, terminate this Contract, in whole or in part, if the Judicial Branch of Arizona Superior Court determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Judicial Branch of Arizona Superior Court for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The Judicial Branch of Arizona Superior Court, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- C. Suspension or Debarment. The Judicial Branch of Arizona Superior Court may, by written notice to the Contractor, immediately terminate this Contract if the Judicial Branch of Arizona Superior Court determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the Judicial Branch of Arizona Superior Court.
- D. Termination for Convenience. The Judicial Branch of Arizona Superior Court reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the Judicial Branch of Arizona Superior Court without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Judicial Branch of Arizona Superior Court. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the

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Judicial Branch of Arizona Superior Court upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

E. Termination for Default.

- (1) In addition to the rights reserved in the Contract, the Judicial Branch of Arizona Superior Court may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Contract Specialist shall provide written notice of the termination and the reasons for it to the Contractor.
- (2) Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the Judicial Branch of Arizona Superior Court on demand.
- (3) The Judicial Branch of Arizona Superior Court may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the Judicial Branch of Arizona Superior Court for any excess costs incurred by the Judicial Branch of Arizona Superior Court in procuring materials or services in substitution for those due from the Contractor.

F. Continuation of Performance through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Requirements Contract.** Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.
11. **Contract Claims.** Refer to the Superior Court website at <http://www.superiorcourt.maricopa.gov/CourtInformation/purchasing/>.
12. **Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this Contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes.
13. **Background Check Requirement.** Employees, subcontractors, interns, or volunteers of the Contractor who have direct contact with juveniles pursuant to this contract shall be required to submit to a Superior Court background investigation including the submission of fingerprints to the Court. Background investigations will be required of all future and current employees, subcontractors, interns, and volunteers. The Court reserves the right to disapprove of any employee, subcontractor, intern, or volunteer pursuant to this contract for any reason, and the reason for disapproval will be considered confidential and shall not be disclosed to the Contractor. Services are to be provided by individuals who have completed the background investigation requirements and meet the criteria established in this contract for service.

Notification. The Contractor shall notify the Contracts Department via email and telephone within 48 hours of the arrest of any of its employees, subcontractor, interns, and volunteers. Failure to notify the Contracts Department within 48 hours may

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result in termination of the contract.

Persons who are employed by the Contractor pursuant to this contract shall not have contact with probationers or records as stated until Superior Court of Arizona/MCJPD has completed the background investigation and has cleared the person for such contact.

Superior Court of Arizona/MCJPD reserves the right to require that the Contractor cannot utilize an individual for contact with probationers or with records under the supervision or jurisdiction of the Superior Court of Arizona/MCJPD until the background check has been completed and Superior Court of Arizona/MCJPD has determined that such contact by the employee is acceptable for the purposes of this contract. The decision of Superior Court of Arizona/MCJPD as to the eligibility of the employee for contact with probationers or records as stated above is final and is not subject to an appeal. Pursuant to state law, the information derived from the background check cannot be divulged to the Contractor, the employee, or any other unauthorized party.



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1. **Definition of Terms Used in these Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 4, Paragraph 1, have the following meaning:

- A. “JBSC” means the Judicial Branch of Arizona Superior Court.
- B. “Department” means the Contracts Department of the Judicial Branch of Arizona Superior Court.
- C. “Services” means services performed, workmanship and material furnished or used in the performance of services.

2. **Changes.**

- A. The department may/shall at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:
  - (1) Description of services to be performed;
  - (2) Time of performance (i.e., hours of the day, days of the week, etc.); and
  - (3) Place of performance of the services.
- B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Contract Specialist may/shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.
- C. The Contractor must assert their right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Contract Specialist decides that the facts justify it, the department may/shall receive and act upon a proposal submitted before final payment of the Contract.
- D. If the Contractor’s proposal includes the cost of property made obsolete or excess by the change, the department may/shall have the right to prescribe the manner of the disposition of the property.
- E. Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.

3. **Indemnification.**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities, Judicial Branch of Arizona, and its officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation,

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defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, Superior Court, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the Judicial Branch of Arizona Superior Court.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

#### 4. Insurance Requirements.

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The **insurance requirements** herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Judicial Branch of Arizona Superior Court in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

##### 1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written and Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

a. The policy shall be endorsed to include the following additional insured language:  
***“The State of Arizona, its departments, agencies, boards, commissions, universities, Judicial Branch of Arizona Superior Court, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, Judicial Branch of Arizona Superior Court, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

- a. The policy shall be endorsed to include the following additional insured language:  
*“The State of Arizona, its departments, agencies, boards, commissions, universities, Judicial Branch of Arizona Superior Court, and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.*

3. **Worker’s Compensation and Employers’ Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities, Judicial Branch of Arizona Superior Court, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor or Independent Contractor) form.

4. **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this Contract.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities, Judicial Branch of Arizona Superior Court, and its officers, officials, agents, and employees wherever additional insured

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status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Judicial Branch of Arizona. Such notice shall be sent directly to the Superior Court Contracts Department of this section and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The Judicial Branch of Arizona Superior Court in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the Superior Court Contracts Department with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- All certificates and endorsements are to be received and approved by the Superior Court Contracts Department before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
- All certificates required by this Contract shall be sent directly to the Superior Court Contracts Department. The Superior Court Contracts Department contract number and contract title shall be noted on the certificate of insurance. The Superior Court Contracts Department reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the Superior Court Contracts Department. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DEPARTMENT.**
- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the Superior Court Contracts Department separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the State of Arizona Department of Administration, Risk Management Department, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance

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Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

5. **Contract Term.** The term of this Contract shall commence on the date the offeror(s) and presiding judge signs the Offer and Acceptance Form, signifying JBSC's acceptance of the Offeror's proposal and will remain in effect from June 1, 2011 through May 31, 2012, unless terminated, canceled, or extended as otherwise provided herein.

6. **Option to Extend the Term of the Contract.**

- A. The Judicial Branch may at its option extend the one-year period of this Contract up to four (4) additional annual periods or portions thereof. The Offeror shall be notified in writing by the Judicial Branch's intention to extend the contract period at least sixty (60) calendar days prior to the expiration of the original contract period.
- B. If JBSC exercises this option, the extended Contract shall be considered to include this option provision as well as all other terms and conditions of the original contract, as modified.
- C. The total duration of this Contract, including the exercise of any options under this provision, shall not exceed five (5) years.

7. **Pricing.** All pricing shall be firm, fixed and be inclusive of all labor, equipment, materials, products, freight (FOB Destination), consumable supplies, insurance, and all other costs incidental to the services provided.

**Employment of Judicial Branch of Arizona Superior Court Personnel.** Pursuant to Rule 1.1 of the Code of Conduct for Judicial Employees, the Superior Court cannot contract with a former judicial employee who left the court's employment during the preceding twelve (12) months who represents a person or business entity concerning any matter in which the former employee was directly and personally involved and over which the former employee exercised substantial and material administrative discretion. Therefore, the Contractor shall not employ any current or former judicial branch employee for any work required by the terms of this Contract, without prior written approval of the Contract Specialist.

8. **Warranty of Services.**

- A. The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. JBSC's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
- B. In addition to its other remedies, JBSC may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

9. **Inclusive Offeror.** Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontracts for percentage of the services. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning their organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

10. **Cooperation with Other Contractors and Subcontractors.** The Contractor shall fully cooperate with other JBSC

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contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other JBSC contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other JBSC contractors.

- 11. Report Standards.** Reports or written materials prepared by the Contractor in response to the requirements of this Contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the department, and shall be submitted in draft form for advance review and comment by the department, if necessary or specified. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.
- 12. Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the Judicial Branch of Arizona Superior Court or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the Judicial Branch of Arizona Superior Court shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.
- 13. Compliance Requirements for A.R.S. § 41-4401. Government Procurement: E-Verify Requirement**
- A. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A. R. S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
  - B. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
  - C. Failure to comply with a State/Superior Court of Arizona in Maricopa County audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and contractor may be subject to penalties up to and including termination of the contract.
  - D. The Superior Court of Arizona in Maricopa County retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under subparagraph A.
- 14. Maricopa County Superior Court Contractor Title VI Requirements**
- During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
- A. Compliance with Regulations. The contractor shall comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, Title VI of the Civil Rights Act of 1964 (hereinafter referred to as "Title VI"), 42 U.S.C. § 2000, et seq., and all applicable federal regulations related thereto. These regulations are incorporated by reference and made a part of this contract

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B. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in all activities related to its performance under this contract.

C. Solicitations for Subcontractors. In all solicitations by either competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract, Title VI, and applicable federal law not to discriminate on the grounds of race, color, or national origin.

D. Information and Reports. The contractor shall provide all information and reports required by federal law and this contract and shall permit access to its books, records, accounts, other sources of information and its facilities as the Maricopa County Superior Court and/or the United States government may determine is necessary to ascertain compliance with this contract, Title VI, and related federal law.

Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Maricopa County Superior Court and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the non-discrimination provisions of this contract, the Maricopa County Superior Court shall impose such contract sanctions as it may determine in the exercise of its discretion to be appropriate, including, but not limited to withholding of payments to the contractor under the contract until the contractor complies, and/or canceling, terminating, or suspending the contract, in whole or in part.

F. Incorporation of Provisions. The contractor shall include the provisions of paragraphs (1) through (5) in every subcontract unless exempt from doing so pursuant to federal law. All such contract provisions and the non-discrimination provisions of Title VI are fully binding upon all subcontractors. The contractor shall take such action with respect to any subcontractor as the Maricopa County Superior Court and/or the United States government may direct as a means of enforcing such provisions including sanctions for noncompliance.

Provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Maricopa County Superior Court enter into such litigation to protect its interests and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **15. Employment of Superior Court of Arizona in Maricopa County Personnel.**

Pursuant to Rule 1.1 of the Code of Conduct for Judicial Employees, the Superior Court cannot contract with a former judicial employee who left the Court's employment during the preceding twelve (12) months who represents a person or business entity concerning any matter in which the former employee was directly and personally involved and over which the former employee exercised substantial and material administrative discretion. Therefore, the Contractor shall not employ any current or former judicial branch employee for any work required by the terms of this Contract, without prior written approval of the Contract Specialist.

#### **16. Price Escalation**

JBSC may review a fully documented request for a price increase upon contract renewal. Any requests for price adjustments must be submitted to the Contract Administrator or its designee sixty (60) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation may not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics)

<p style="text-align: center;"><b>SECTION 5</b> <b>SPECIAL TERMS AND CONDITIONS</b></p>
<p style="text-align: center;">Judicial Branch of Arizona Superior Court Contracts Department 111 South Third Ave Lower Level Phoenix, Arizona 85003</p> <p style="text-align: center;"><b>SOLICITATION NO. 12001-RFP</b></p>

Consumer Price Index for Urban Consumers. If a price increase is approved, it will be documented through a formal contract amendment.

**17. Price Reduction**

A price reduction adjustment may be offered at any time during the term of this Contract and shall become effective upon notice.

**18. Statewide Purchasing**

If authorized in a particular solicitation, any Arizona court or any political subdivision on behalf of a court may procure material or services described in this Contract for use by Arizona courts or judicial branch units. Where so authorized, Contractor agrees to provide such materials or services to other courts at the Contract prices and under the Contract terms. Any attempt to represent any material and/or service as being under contract with the Court which is not a subject of or addition to this Contract is a violation of the Contract and the Judicial Branch Procurement Rules. Any such action is subject to the legal and contractual remedies available to the Court inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.



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**19. Contract Administration for Offeror**

- A. Contractor representative to contact for contract administration purposes:

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone & Facsimile Numbers

\_\_\_\_\_  
E-Mail Address

- B. Payment Address – Address to which Contractor payment(s) should be mailed, if different than that listed on the Offer and Award Form.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone & Facsimile Numbers

\_\_\_\_\_  
E-Mail Address

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**20. Contract Administration for Superior Court**

- A.** The JBSC representative to contact for technical or programmatic matters concerning contract performance:

(NOTE: this person is not authorized to direct contractor performance or make changes in contract requirements.)

Charlsie Cordova  
3125 W. Durango Street  
Phoenix, AZ 85009  
602-506-2533  
chacor@juvenile.maricopa.gov

- B.** All contract administration matters will be managed by the Contract Specialist named below. All correspondence concerning this contract shall be directed to this individual.

Larry Hall  
Judicial Branch of Arizona  
Superior Court  
Contracts Department  
111 South Third Ave  
Lower Level  
Phoenix, Arizona 85003  
602-506-8124

**ATTACHMENT 6.1**  
**PRICE SCHEDULE**  
**SOLICITATION No. 12001-RFP**

1. Please provide your hourly cost to provide the services under this solicitation 12001-RFP to Superior Court of Arizona/MCJPD, \$\_\_\_\_\_/hour.

**Notice: If the transaction privilege (sales) taxes are not described and itemized on the offer, the Judicial Branch of Arizona Superior Court will assume that the price(s) offered includes all applicable taxes.**

**ATTACHMENT 6.2**  
**OFFEROR'S QUESTIONNAIRE**  
**SOLICITATION No. 12001-RFP**

1. As an attachment, please provide a current resume that shows your qualifications (i.e. diploma, license, etc.) for the agency and each staff member that will provide direct services, as well as, administrative services to the MCJPD Teen Court program. Please provide an agency organizational chart.
2. Please provide at least three references who can attest to your ability to provide the services required by this solicitation or similar services.
3. Please provide a written narrative to describe the method of approach and implementation you propose to perform the work required by this solicitation.
4. Please provide addresses of each location where services will be provided.
5. Please provide a description of how the services provided will meet Evidence Based Practice standards.
6. Please describe your experience providing youth based programs including program purpose, design, methodology used and program results.

**ATTACHMENTS 6.3 AND 6.4**

**ONLY COMPLETE ONE OF THE ATTACHED DOCUMENTS  
IF APPLICABLE.**

**REFERENCE SECTION 5, PARAGRAPH 4, (A) (3) (b)**

**ATTACHMENT 6.3**  
**SOLICITATION No. 12001-RFP**

**Janice K. Brewer**  
Governor



**Scott A. Smith**  
Director

**ARIZONA DEPARTMENT OF ADMINISTRATION**  
**RISK MANAGEMENT DIVISION**

100 North 15<sup>th</sup> Avenue, SUITE 301  
Phoenix, AZ 85007  
602-542-2182

**SOLE PROPRIETOR WAIVER**

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETOR WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(0), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits. I am a sole proprietor and I am doing business as \_\_\_\_\_ (name of Sole Proprietors Business). I am performing work as an independent contractor for the State of Arizona, Superior Court - Maricopa County, for workers' compensation purposes, and therefore, I am not entitled to workers' compensation benefits from the State of Arizona, Superior Court - Maricopa County. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

Name of Sole Proprietor: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Street Address/P.O. Box: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Signature of Sole Proprietor: \_\_\_\_\_

Date: \_\_\_\_\_

State  
Agency: Superior Court of Arizona in Maricopa County

Agency #: 893

Signature of Agency Contract  
Administrator: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Identification: \_\_\_\_\_

Both signatures must be signed and the completed form submitted to: State of Arizona, Department of Administration, Risk Management Division, Insurance Unit, 100 North 15<sup>th</sup> Avenue, Suite 301, Phoenix, AZ 85007. An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer \_\_\_\_\_

Date \_\_\_\_\_

**ATTACHMENT 6.4**  
**SOLICITATION No. 12001-RFP**

*Janice K. Brewer*  
Governor



*Scott A. Smith*  
Director

**ARIZONA DEPARTMENT OF ADMINISTRATION**  
**RISK MANAGEMENT DIVISION**  
100 North 15<sup>th</sup> Avenue, SUITE 301  
Phoenix, AZ 85007  
602-542-2182

**INDEPENDENT CONTRACTOR AGREEMENT**

**NOTE: THIS FORM APPLIES ONLY TO THE STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES UTILIZING INDEPENDENT CONTRACTORS. THIS FORM DOES NOT, HOWEVER APPLY TO EMPLOYERS IN THE CONSTRUCTION INDUSTRY THAT USE A CONTRACTOR. A CERTIFICATE OF WORKERS' COMPENSATION INSURANCE OR A SOLE PROPRIETOR WAIVER MUST BE OBTAINED IN THOSE INSTANCES.**

This is a written agreement under the compulsory Workers' Compensation laws of the State of Arizona, [A.R.S. 23-901](#) (et. seq.), and specifically [A.R.S. 23-902 \(C\), \(D\)](#), that an independent contractor relationship exists between the parties signed below. The parties agree that the "independent contractor" is independent of the "business" in the execution of the work and not subject to the rule or control of the "business" but is engaged only in the performance of a definite job or piece of work and is subordinate to the "business" only in effecting a result in accordance with that "business" design. The parties also agree that the "business" does not have the authority to supervise or control the actual work of the "independent contractor" or the "independent contractor's" employees. Furthermore, it is understood and agreed that the "independent contractor" or the "independent contractor's" employees are not entitled to workers' compensation benefits from the "business".

The written agreement shall be null and void and create no presumption of an independent contractor relationship if the consent of either party is obtained through misrepresentation, false statements, fraud or intimidation, coercion or duress.

**WE THE UNDERSIGNED AGREE THAT THE BUSINESS:**

- Does not require the independent contractor to perform work exclusively for the business. This paragraph shall not be construed as conclusive evidence that an individual who performs services primarily or exclusively for another person is an employee of that person.
- Does not provide the independent contractor with any business registrations or licenses required to perform the specific services set forth in the contract.
- Does not pay the independent contractor a salary or hourly rate instead of an amount fixed by contract.
- Will not terminate the independent contractor before the expiration of the contract period, unless the independent contractor breaches the contract or violates the laws of this state.
- Does not provide tools to the independent contractor.
- Does not dictate the time of performance.
- Pays the independent contractor in the name appearing on the written agreement.

**ATTACHMENT 6.4**  
**SOLICITATION No. 12001-RFP**

- Will not combine business operations with the person performing the services rather than maintaining these operations separately.

**NAME OF INDEPENDENT**

**CONTRACTOR:** \_\_\_\_\_

**FEDERAL ID# OR SOCIALSECURITY:** \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

**ADDRESS / P.O. BOX:** \_\_\_\_\_

**CITY:** \_\_\_\_\_, **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**SIGNATURE OF**

**INDEPENDENT CONTRACTOR:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**STATE OF ARIZONA**

**AGENCY:** Superior Court of Arizona in Maricopa County **AGENCY#** 893

**ADDRESS:** 201 West Jefferson, CCB-4

**CITY:** Phoenix, Az **ZIP:** 85003

**SIGNATURE OF AGENCY**

**CONTRACT ADMINISTRATOR:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CONTRACT IDENTIFICATION:** \_\_\_\_\_

**BOTH SIGNATURES MUST BE SIGNED AND THE COMPLETED FORM SUBMITTED TO:**

**ARIZONA DEPARTMENT OF ADMINISTRATION  
RISK MANAGEMENT SECTION - INSURANCE UNIT  
100 NORTH 15<sup>th</sup> AVENUE, SUITE #301  
PHOENIX, AZ 85007**

An authorized Risk Management Representative will sign your completed form and return it to the agency to be maintained in their records.

---

**Signature of Risk Management Authorized Signer**

**Date**



## ATTACHMENT 6.5 BUSINESS OWNERSHIP CLASSIFICATION

**NOTE:** THE FOLLOWING REQUESTED INFORMATION IS FOR DATA COLLECTION PURPOSES ONLY

<b>Name of Organization:</b>			
<b>Contact Person:</b>			
<b>Contact Phone:</b>		<b>Fax:</b>	
<b>Email:</b>			
<b>Address: Street/PO Box:</b>			
<b>City, State, Zip:</b>			

**Primary Business Type (Select One Only):**

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> A Authorized Distributor | <input type="checkbox"/> E Factory Representative | <input type="checkbox"/> I Service Firm         |
| <input type="checkbox"/> B Broker                 | <input type="checkbox"/> F Jobber/Wholesaler      | <input type="checkbox"/> J Surplus Dealer       |
| <input type="checkbox"/> C Construction Firm      | <input type="checkbox"/> G Manufacturer           | <input type="checkbox"/> K Health Care Provider |
| <input type="checkbox"/> D Consulting Firm        | <input type="checkbox"/> H Retailer               | <input type="checkbox"/> L Other _____          |

**Business Ownership Type (Select Only Those that Apply to Majority Owner(s)).**

**Business Size:**

- ☐1 Non-Small  
☐2 Small Business (Per ARS §41-1001.14)

**If "Minority Owned," please identify:**

- ☐6 African-American  
☐7 Asian-American  
☐8 Hispanic-American  
☐9 Native American

**Business Owner Type (Check all that apply):**

- ☐3 Woman Owned Business  
☐4 Owned By Disabled Individual (Per ARS §41-1492)  
☐5 Minority Owned Business (Per 15 CFR §1400.1(a))

**APPLICANT CERTIFICATION:**

**I CERTIFY THAT:**

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information requested herein;
2. To the best of my knowledge the elements of information provided herein are accurate and true as of the date; and
3. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in accordance with ARS §Title 41 Chapter 9, Article 4 and Executive Order No. 99-4 dated February 8, 1999.

Printed or Typed Name:

Title:

Signature

Date

**END OF SOLICITATION NO. 12001-RFP**